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8 Attorneys for Plaintiffs

9 **UNITED STATES DISTRICT COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA**

11 MICHAEL R. MARCUS and VICTORIA L.  
12 MARCUS,

13 Plaintiffs,

14 vs.

15 AIR & LIQUID SYSTEMS CORPORATION,  
*et al.*,

16 Defendants.

17 Case No.: 4:22-cv-09058-HSG

18 [Alameda County Superior Court Case No.:  
19 22CV021840]

20 **PROVISIONAL STIPULATION OF  
DISMISSAL WITH PREJUDICE:  
TRIPLE A MACHINE SHOP, INC.;  
ORDER**

21 Courtroom: 02, 4<sup>th</sup> Floor

22 District Judge: Hon. Haywood S. Gilliam Jr.

23 Filed in State Court: November 15, 2022

24 Removed to NDCA: December 21, 2022

25 Trial Date: September 9, 2024.

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that Plaintiffs Michael R. Marcus and Victoria L. Marcus  
3 ("Plaintiffs") and Defendant Triple A Machine Shop, Inc. ("Defendant") hereby stipulate as  
4 follows:

5 1. On November 15, 2022, Plaintiffs filed their Complaint for Personal Injury and Loss  
6 of Consortium – Asbestos in the Superior Court of the State of California, County of Alameda  
7 Case No. 22CV021840.

8 2. On December 21, 2022, the above action was removed to the United States District  
9 Court, Northern District of California, Case No. 4:22-09058.

10 3. On April 23, 2024, Plaintiffs and Defendant reached an agreement of all claims in this  
11 action.

12 4. The terms of settlement are not yet perfected, but Plaintiffs and Defendant agree that  
13 this matter should not be litigated due to the agreed-upon resolution.

14 Based on the foregoing facts, Plaintiffs and Defendant stipulate and agree to the  
15 following:

16 This Court should conditionally dismiss this Action in its entirety against Triple A  
17 Machine Shop, Inc., only, with prejudice. As the terms of settlement are not yet perfected, this  
18 Court will retain jurisdiction over the matter for sixty (60) days.

19 DATED: August 13, 2024

Maune Raichle Hartley French & Mudd LLC

20 By: \_\_\_\_\_



21 Rabiah N. Oral  
22 Attorney for Plaintiffs

23 DATED: August 13, 2024

Hawkins Parnell & Young, LLP

24 By: /s/ Khaled Taqi-Eddin

25 Khaled Taqi-Eddin  
Randall K. Bernard  
26 Attorney for Triple A Machine Shop, Inc.

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**LOCAL RULE 5-1(i)(3) SERVICE AND FILING OF PLEADINGS AND OTHER  
PAPERS**

2 In accordance with L.R5-1(i)(3), I, Rabiah N. Oral, attest that all signatories identified  
3 above, and on whose behalf the filing is submitted, concur in the filing's content and have  
4 authorized the filing.

5 DATED: August 13, 2024

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Rabiah N. Oral, Esq.  
Attorney for Plaintiffs

## ORDER

Having read and considered the foregoing stipulation of parties, and good cause appearing:

PURSUANT TO STIPULATION, IT IS SO ORDERED that TRIPLE A MACHINE SHOP, INC., only, is conditionally dismissed with prejudice from this Action in its entirety. Perfection of the terms of the settlement is to be completed within 60 days of this signed Order. The Court shall retain jurisdiction for 60 days from the date of this signed Order.

IT IS SO ORDERED.

DATED: 8/14/2024

Haywood S. Gilliam, Jr.  
Hon. Haywood S. Gilliam, Jr.  
UNITED STATES DISTRICT COURT JUDGE